

United States Bankruptcy Court  
Middle District of Pennsylvania

In re:  
Michael Jason Fabrizio  
Terri Leigh Fabrizio  
Debtors

Case No. 18-00714-HWV  
Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0314-1

User: REshelman  
Form ID: pdf002

Page 1 of 2  
Total Noticed: 33

Date Rcvd: Apr 17, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Apr 19, 2018.

db/jdb +Michael Jason Fabrizio, Terri Leigh Fabrizio, 2650 Friends Circle, York, PA 17408-4737  
5026383 +Barclays Bank Delaware, 100 S West St, Wilmington DE 19801-5015  
5026384 +Barclays Bank Delaware, Po Box 8803, Wilmington DE 19899-8803  
5026386 ++CAPITAL ONE, PO BOX 30285, SALT LAKE CITY UT 84130-0285  
(address filed with court: Capital One, 15000 Capital One Dr, Richmond VA 23238)  
5036431 +CBY Systems, Inc, 33 S. Duke St, York, PA 17401-1401  
5026385 +Capital One, Attn: General Correspondence/Bankruptcy, Po Box 30285,  
Salt Lake City UT 84130-0285  
5026379 Department of Revenue, 1 Revenue Place, Harrisburg PA 17129-0001  
5026387 +EdFinancial Services, Attn: Bankruptcy Department, 298 N Seven Oaks Dr,  
Knoxville TN 37922-2369  
5026388 +EdFinancial Services, 120 N Seven Oaks Dr, Knoxville TN 37922-2359  
5036005 +Edfinancial on behalf of US Dept. of Education, 120 N. Seven Oaks Dr.,  
Knoxville, TN 37922-2359  
5036432 +Family Center for Allergy and Asthma, 2605 Joppa Rd, York, PA 17403-5164  
5026389 +Freedom Plus, 1875 S Grant St Ste 400, San Mateo CA 94402-2676  
5026390 Great West Trust Company, Po Box 826926, Philadelphia PA 19182-6926  
5026391 +Gs Bank Usa, Po Box 45400, Salt Lake City UT 84145-0400  
5026392 +Loan Depot, Po Box 77404, Ewing NJ 08628-6404  
5026393 +Loan Depot, 26642 TOWNE CENTRE DRIVE, Foothill Ranch CA 92610-2808  
5026395 LoanDepot Personal Loans, P.O. Box 660275, Dallas, TX 75266-0275  
5026396 +Monera Financial, 3313 S. Arlington Ave., Indianapolis IN 46203-5716  
5049011 US DEPT OF EDUCATION, CLAIMS FILING UNIT, PO BOX 8973, MADISON, WI 53708-8973  
5026401 +Us Dept Of Ed/Great Lakes Higher Educati, Attn: Bankruptcy, 2401 International Lane,  
Madison WI 53704-3121  
5026402 +Us Dept Of Ed/Great Lakes Higher Educati, Po Box 7860, Madison WI 53707-7860  
5026377 +York Adams Tax Claim Bureau, PO BOX 15627, York PA 17405-0156

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

5041192 E-mail/Text: ally@ebn.phinsolutions.com Apr 17 2018 19:09:36 Ally Bank, PO Box 130424,  
Roseville, MN 55113-0004  
5026381 +E-mail/Text: ally@ebn.phinsolutions.com Apr 17 2018 19:09:36 Ally Financial,  
Attn: Bankruptcy, Po Box 380901, Bloomington MN 55438-0901  
5026380 +E-mail/Text: ally@ebn.phinsolutions.com Apr 17 2018 19:09:36 Ally Financial,  
Po Box 380902, Bloomington MN 55438-0902  
5026382 +E-mail/Text: ally@ebn.phinsolutions.com Apr 17 2018 19:09:36 Ally Financial,  
200 Renaissance Ctr, Detroit MI 48243-1300  
5026378 E-mail/Text: cio.bncmail@irs.gov Apr 17 2018 19:09:42 IRS Centralized Insolvency Oper.,  
Post Office Box 7346, Philadelphia PA 19101-7346  
5026394 +E-mail/Text: bknotification@loandepot.com Apr 17 2018 19:10:34 Loandepo.co,  
26642 Towne Centre Dr, Foothill Ranch CA 92610-2808  
5043196 E-mail/PDF: cbp@onemainfinancial.com Apr 17 2018 19:08:42 ONEMAIN, PO BOX 3251,  
EVANSVILLE, IN. 47731-3251  
5026397 +E-mail/PDF: cbp@onemainfinancial.com Apr 17 2018 19:08:30 OneMain Financial,  
Attn: Bankruptcy Department, 601 Nw 2nd St #300, Evansville IN 47708-1013  
5026398 +E-mail/PDF: cbp@onemainfinancial.com Apr 17 2018 19:08:42 OneMain Financial, Po Box 1010,  
Evansville IN 47706-1010  
5026400 +E-mail/PDF: gecsedirecoverycorp.com Apr 17 2018 19:08:20 Synch/ccsycc, Po Box 965036,  
Orlando FL 32896-5036  
5026399 +E-mail/PDF: gecsedirecoverycorp.com Apr 17 2018 19:08:31 Synch/ccsycc, Po Box 96060,  
Orlando FL 32896-0001

TOTAL: 11

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address  
pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

\*\*\*\*\* BYPASSED RECIPIENTS (continued) \*\*\*\*\*

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Apr 19, 2018

Signature: /s/Joseph Speetjens

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## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 17, 2018 at the address(es) listed below:

Charles J DeHart, III (Trustee) dehartstaff@pamd13trustee.com, TWecf@pamd13trustee.com  
Dawn Marie Cutaia on behalf of Debtor 2 Terri Leigh Fabrizio dmcutaia@gmail.com,  
cutaialawecf@gmail.com;r46159@notify.bestcase.com  
Dawn Marie Cutaia on behalf of Debtor 1 Michael Jason Fabrizio dmcutaia@gmail.com,  
cutaialawecf@gmail.com;r46159@notify.bestcase.com  
James Warmbrodt on behalf of Creditor LoanDepot.com, LLC bkgroup@kmlawgroup.com  
United States Trustee ustpreion03.ha.ecf@usdoj.gov

TOTAL: 5

**LOCAL BANKRUPTCY FORM 3015-1****IN THE UNITED STATES BANKRUPTCY COURT****FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:  
**Michael Jason Fabrizio**  
**Terri Leigh Fabrizio**

CHAPTER 13

CASE NO. \_\_\_\_\_

☒ ORIGINAL PLAN

AMENDED AMENDED PLAN (Indicate 1ST, 2ND,  
 3RD, etc.)

☐ Number of Motions to Avoid Liens☐ Number of Motions to Value Collateral**CHAPTER 13 PLAN****NOTICES**

Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked or if neither box is checked, the provision will be ineffective if set out later in the plan.

- 1 The plan contains nonstandard provisions, set out in § 10, which are not included in the standard plan as approved by the U.S. Bankruptcy Court for the Middle District of Pennsylvania. ☐ Included ☒ Not Included
- 2 The plan contains a limit on the amount of a secured claim, set out in § 2.E, which may result in a partial payment or no payment at all to the secured creditor. ☐ Included ☒ Not Included
- 3 The plan avoids a judicial lien or nonpossessory, nonpurchase-money security interest, set out in § 2.G. ☐ Included ☒ Not Included

**YOUR RIGHTS WILL BE AFFECTED**

READ THIS PLAN CAREFULLY. If you oppose any provision of this plan, you must file a timely written objection. This plan may be confirmed and become binding on you without further notice or hearing unless a written objection is filed before the deadline stated on the Notice issued in connection with the filing of the plan.

**1. PLAN FUNDING AND LENGTH OF PLAN****A. Plan Payments From Future Income**

1. To date, the Debtor paid \$\_\_ (enter \$0 if no payments have been made to the Trustee to date). Debtor shall pay to the Trustee for the remaining term of the plan the following payments. If applicable, in addition to monthly plan payments, Debtor shall make conduit payments through the Trustee as set forth below. The total base plan is **\$5,220.00**, plus other payments and property stated in § 1B below:

Start mm/yy	End mm/yy	Plan Payment	Estimated Conduit Payment		Total Payment
03/18	02/23	87.00	0.00	87.00	5,220.00
				Total Payments:	5,220.00

2. If the plan provides for conduit mortgage payments, and the mortgagee notifies the Trustee that a different payment is due, the Trustee shall notify the Debtor and any attorney for the Debtor, in writing, to adjust the conduit payments and the plan funding. Debtor must pay all post-petition mortgage payments that come due before the initiation of conduit mortgage payments.

3. Debtor shall ensure that any wage attachments are adjusted when necessary to conform to the terms of the plan.

4. CHECK ONE: ☐ Debtor is at or under median income. *If this line is checked, the rest of § 1.A.4 need not be completed or reproduced.*

☒ Debtor(s) is over median income. Debtor(s) calculates that a minimum of **\$3500.00** must be paid to unsecured, non-priority creditors in order to comply with the Means Test.

**B. Additional Plan Funding From Liquidation of Assets/Other**

1. The Debtor estimates that the liquidation value of this estate is **\$1,314.91**. (Liquidation value is calculated as the value of all non-exempt assets after the deduction of valid liens and encumbrances and before the deduction of Trustee fees and priority claims.)

*Check one of the following two lines.*

☒ No assets will be liquidated. If this line is checked, the rest of § 1.B need not be completed or reproduced.

☐ Certain assets will be liquidated as follows:

2. In addition to the above specified plan payments, Debtor shall dedicate to the plan proceeds in the estimated amount of \$\_\_ from the sale of property known and designated as \_\_. All sales shall be completed by \_\_. If the property does not sell by the date specified, then the disposition of the property shall be as follows:

3. Other payments from any source(s) (describe specifically) shall be paid to the Trustee as follows:

**2. SECURED CLAIMS.**

**A. Pre-Confirmation Distributions. Check one.**

☒ None. If "None" is checked, the rest of § 2.A need not be completed or reproduced.

**B. Mortgages (Including Claims Secured by Debtor's Principal Residence) and Other Direct Payments by Debtor. Check one.**

☐ None. If "None" is checked, the rest of § 2.B need not be completed or reproduced.

☒ Payments will be made by the Debtor directly to the creditor according to the original contract terms, and without modification of those terms unless otherwise agreed to by the contracting parties. All liens survive the plan if not avoided or paid in full under the plan.

Name of Creditor	Description of Collateral	Last Four Digits of Account Number
<b>Ally Financial</b>	<b>2012 Mercedes Benz C300 79,880 miles Vehicle</b>	<b>9411</b>
<b>Loan Depot</b>	<b>2650 Friends Circle York, PA 17408 Residence: Home purchase price February 2017</b>	<b>7310</b>

**C. Arrears (Including, but not limited to, claims secured by Debtor's principal residence). Check one.**

☒ None. If "None" is checked, the rest of § 2.C need not be completed or reproduced.

**D. Other secured claims (conduit payments and claims for which a § 506 valuation is not applicable, etc.)**

☒ None. If "None" is checked, the rest of § 2.D need not be completed or reproduced.

**E. Secured claims for which a § 506 valuation is applicable. Check one.**

☒ None. If "None" is checked, the rest of § 2.E need not be completed or reproduced.

**F. Surrender of Collateral. Check one.**

☐ None. If "None" is checked, the rest of § 2.F need not be completed or reproduced.

☒ The Debtor elects to surrender to each creditor listed below the collateral that secures the creditor's claim. The Debtor

requests that upon confirmation of this plan the stay under 11 U.S.C. §362(a) be terminated as to the collateral only and that the stay under §1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 4 below.

Name of Creditor	Description of Collateral to be Surrendered
Monera Financial	Disney Polynesian Resort 1600 Seven Seas Drive Orlando, FL 32830 Timeshare: Disney Timeshare

**G. Lien Avoidance.** Do not use for mortgages or for statutory liens, such as tax liens. Check one.

☒ None. If "None" is checked, the rest of § 2.G need not be completed or reproduced.

### 3. **PRIORITY CLAIMS.**

#### **A. Administrative Claims**

1. Trustee's Fees. Percentage fees payable to the Trustee will be paid at the rate fixed by the United States Trustee.

2. Attorney's fees. Complete only one of the following options:

☒ In addition to the retainer of \$ 1,000.00 already paid by the Debtor, the amount of \$ 3,000.00 in the plan. This represents the unpaid balance of the presumptively reasonable fee specified in L.B.R. 2016-2(c).

☐ \$ \_\_\_\_\_ per hour, with the hourly rate to be adjusted in accordance with the terms of the written fee agreement between the Debtor and the attorney. Payment of such lodestar compensation shall require a separate fee application with the compensation approved by the Court pursuant to L.B.R. 2016-2(b).

3. Other. Other administrative claims not included in §§ 3.A.1 or 3.A.2 above.

*Check one of the following two lines.*

☒ None. If "None" is checked, the rest of § 3.A.3 need not be completed or reproduced.

**B. Priority Claims (including, but not limited to, Domestic Support Obligations other than those treated in § 3.C below).** Check one of the following two lines.

☒ None. If "None" is checked, the rest of § 3.B need not be completed or reproduced.

**C. Domestic Support Obligations assigned to or owed to a governmental unit under 11 U.S.C. §507(a)(1)(B).** Check one of the following two lines.

☒ None. If "None" is checked, the rest of § 3.C need not be completed or reproduced.

### 4. **UNSECURED CLAIMS**

#### **A. Claims of Unsecured Nonpriority Creditors Specially Classified.**

*Check one of the following two lines.*

☒ None. If "None" is checked, the rest of § 4.A need not be completed or reproduced.

**B. Remaining allowed unsecured claims will receive a pro-rata distribution of funds remaining after payment of other classes.**

### 5. **EXECUTORY CONTRACTS AND UNEXPIRED LEASES.** Check one of the following two lines.

☒ None. If "None" is checked, the rest of § 5 need not be completed or reproduced.

### 6. **VESTING OF PROPERTY OF THE ESTATE.**

**Property of the estate will vest in the Debtor upon**

*Check the applicable line:*

- ☐ plan confirmation.  
☐ entry of discharge.  
☒ closing of case:

**7. DISCHARGE: (Check one)**

- ☒ The debtor will seek a discharge pursuant to § 1328(a).  
☐ The debtor is not eligible for a discharge because the debtor has previously received a discharge described in § 1328(f).

**8. STUDENT LOANS.**

The Debtor does not seek to discharge any student loans, with the exception of the following: \_\_\_\_\_

**9. ORDER OF DISTRIBUTION:**

If a pre-petition creditor files a secured, priority or specially classified claim after the bar date, the Trustee will treat the claim as allowed, subject to objection by the Debtor.

Payments from the plan will be made by the Trustee in the following order:

Level 1: \_\_\_\_\_  
Level 2: \_\_\_\_\_  
Level 3: \_\_\_\_\_  
Level 4: \_\_\_\_\_  
Level 5: \_\_\_\_\_  
Level 6: \_\_\_\_\_  
Level 7: \_\_\_\_\_  
Level 8: \_\_\_\_\_

If the above Levels are not filled-in, then the order of distribution of plan payments will be determined by the Trustee using the following as a guide:

Level 1: Adequate protection payments.  
Level 2: Debtor's attorney's fees.  
Level 3: Domestic Support Obligations.  
Level 4: Priority claims, pro rata.  
Level 5: Secured claims, pro rata.  
Level 6: Specially classified unsecured claims.  
Level 7: Timely general unsecured claims.  
Level 8: Untimely filed general unsecured claims to which the Debtor has not objected.

**10. NONSTANDARD PLAN PROVISIONS**

**Include the additional provisions below or on an attachment. Any nonstandard provision placed elsewhere in the plan is void. (NOTE: The plan and any attachment must be filed as one document, not as a plan and exhibit.)**

Dated: February 20, 2018

/s/ Dawn Marie Cutaia  
**Dawn Marie Cutaia 77965**  
Attorney for Debtor

/s/ Michael Jason Fabrizio  
**Michael Jason Fabrizio**  
Debtor

/s/ Terri Leigh Fabrizio  
**Terri Leigh Fabrizio**  
Joint Debtor

By filing this document, the debtor, if not represented by an attorney, or the Attorney for Debtor also certifies that this plan contains no nonstandard provisions other than those set out in § 10.